Bangalore Electricity Supply Company Limited

SECTION – V

(VOLUME –1)

SPECIAL CONDITIONS OF CONTRACT (SCC)

SPECIAL CONDITIONS OF CONTRACT
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SECTION - V

SPECIAL CONDITIONS OF CONTRACT

1.0 PROJECT DESCRIPTION:

1.1 The project envisages for "***Arranging 24 hours continuous single phase power supply to the houses located in Agricultural lands in Davanagere Circle by providing Outdoor single phase 5kVA single phase Transformer with inbuilt overload tripping, Auto reset feature and other DTC accessories for a period of 6 months on Total Turnkey Basis.***"

1.2 The bidder shall quote for complete scope of the work specified in the tender..

1.3 Statutory Clearances and Way leave:

VOID.

1.4 VOID.

1.5 VOID.

1.6

1) The technical and commercial evaluations will be carried out offline.

2) VOID.

3) VOID.

4) The Bidders are required to quote the unit rates and the total bid price in KPP portal. Bidders shall also indicate the total bid price in the mandatory field in the e-Procurement system.

5) Irrespective of the nomenclature of the mandatory field in the KPPP system for indicating the total bid price, the unit prices and total price shall be as per the tender conditions.

6) At present, only e-tendering feature in KPP platform is adopted in BESCOM. All other activities shall be as per the tender documents.

2.0 SCOPE OF PROPOSAL:

2.1 The scope of works under this package covers ***"Arranging 24 hours continuous single phase power supply to the houses located in Agricultural lands in Davanagere Circle by providing Outdoor single phase 5kVA single phase Transformer with inbuilt overload tripping, Auto reset feature and other DTC accessories for a period of 6 months on Total Turnkey Basis"***

2.2 **Contractor's Scope of Works:**

The scope of the partial turnkey Contractor is: design, engineering, manufacture, testing at factory, supply on FOR destination site basis, transportation, storage, erection/installation, testing and commissioning of all the equipments/materials required for ***Arranging 24 hours continuous single phase power supply to the houses located in Agricultural lands in Davanagere Circle by providing Outdoor single phase 5kVA single phase Transformer with inbuilt overload tripping, Auto reset feature and other DTC accessories for a period of 6 months on Total Turnkey Basis***

The work shall include but shall not limited to the following:

i) 2.2.1 Design, Engineering. Manufacturing, Testing at factory/ Test Centre, Supply on FOR Destination to Site basis, Transportation, Insurance, Storage, Handling and moving into the final position, Erection, Testing at Site and Commissioning including civil works of all the equipments / materials required for the following works:

ii) Replacement of existing LT overhead lines by LT AB cable.

iii) Based on the approved estimate, the Successful Bidder shall source the materials as per BESCOM Technical Specification from the BESCOM approved vendor and carry out the implementation of the work order. **If any discrepancy is noticed in approved estimates/sketches or deviation of line route if found necessary at the time of execution due to various reasons, shall be executed as per the instructions from the Engineer-in-charge.**

iv) Health & safety plan as per standards.

v) Design the method of stringing of AB Cable.

vi) The successful Bidder shall procure and supply all the materials from the BESCOM approved vendors as per IS/IEC/BESCOM approved specifications.

vii) Any injury or loss to the life of human being/animals or damages to any Government/private property during the execution of work shall be on the account of successful Bidder and has to make good the damages. Claims arising out of injury or loss to the life or damages shall have to be borne and settled by the successful Bidder.

viii) It is the responsibility of the successful Bidder to carry out work in safe manner and utmost utilization of safety equipment's.

ix) The successful Bidder has to abide by the prevailing standard safety policy.

x) The Working area shall be barricaded properly with MS sheet barricading. This is required for the safety of the traffic and the pedestrians. The successful Bidder shall be the responsible for any mishap which may occur on account of its not taking necessary precautionary measures. The barricades shall be fixed at work place before execution of the work. Required information regarding the work as specified shall be written on these barricading sheets.

xi) Utilization of released good line materials for works wherever required.

xii) Releasing of any existing equipments/materials and returning the un-used released materials to the concerned O&M Divisional stores of BESCOM at no extra cost.

xiii) All the equipments/materials shall be supplied by the awarded agency in accordance to the requirement of the work from time to time. Any material already supplied but not required for the work shall be taken back by the Agency. The bills paid towards these materials shall be adjusted in the future/final bills.

xiv) The payment will be made only for the quantity used.

xv) All necessary approvals of the concerned authorities are to be obtained before execution of the works by the successful Bidder and necessary assistance will be rendered by the owner.

xvi) The civic/national highways/traffic /defense authorities /Railway/ Telephones/Water supply/Electrical Inspectorate /City Corporation / Town Municipalities and other local administrative authorities etc., charge as per their standard schedules / rates which will be intimated by them from time to time for grant of permission/approvals for trenching/laying pipes/laying cables/commissioning of the cable & other Equipment's etc., shall be paid by the successful Bidder. These charges are reimbursable by the BESCOM as per actuals, on production of valid vouchers and which will not to be included in the total Contract value.

xvii) Any other Electrical and/or civil works including supply and erection which are not included in the item rate of price schedule but required to complete the work shall be carried out by the successful Agency on recommendation of the Engineer-in-charge as well as approval from the competent authority at prevailing Schedule of Material / Labour rate as stated in Clause 1.5 (iii) & (iv) of Section IFB + approved tender premium and shall be considered to be included in the scope of the work. If the SR rate is not available, then mutually agreed rate shall be considered

xviii) The individual work awards/ orders will be issued to the successful Bidder on total turnkey basis.

2.3 The mode of inland transportation (such as Rail, Road etc) shall be clearly indicated by the Bidder in his offer. This shall be again discussed and finalized with the Owner, depending upon actual conditions, before award of the-contract. The transportation charges shall be the same for all modes of Transport and shall be included in the contract price. The Transportation charges shall include unloading charges at site.

2.4 Bids not covering the entire scope of work shall be treated as incomplete and hence may be rejected.

2.5 For the purpose of supply of equipment and materials the work 'site' shall mean the locations where the goods are delivered and accepted by the Contractor. The Contractor shall decide the location of the site and set up his stores for purpose of storing the materials.

2.6 The equipments offered by the Bidder shall be complete in all respects with all mountings, fittings, fixtures and standard

accessories. Any material and components not specifically stated in the specifications and documents and which is necessary for trouble free operations of equipments and accessories specified in these specifications, shall be deemed to be included unless specifically excluded. All such equipments, accessories shall be supplied without any extra cost.

2.7 Insurance coverage for the equipments/ materials shall be from the manufacturer's work till taking over in accordance with the contract and shall include coverage for inland transportation, receipt of storage at site and erection, testing and commissioning at site prior to taking over by the Owner as per **clause 14.0** infra.

2.8 **Information required along with the Bids:**

a) VOID.

b) VOID.

c) VOID.

d) VOID.

e) **Additional information:**

VOID.

2.9 **VOID:**

2.10 **VOID**

3.0 BILL OF MATERIALS AND SUPERVISORY SERVICES:

3.1 List of materials to be supplied by the contractor is furnished in section –1- bill of materials, volume-II , and in Bid Proposal Sheets, volume -III.

3.2 **VOID**.

4.0 QUALIFYING REQUIREMENTS OF BIDDERS:

The qualifying requirements are enumerated in section-I, Invitation for Bid –IFB, volume-I.

5.0 DUTIES AND POWERS OF THE ENGINEER AND ENGINEER'S REPRESENTATIVES:

5. 1 The duties of the engineer are to supervise the work of the contractor and issue suitable directions if needed. the scope

of the duties of the engineer, pursuant to the contract will include but not limited to the following:

a) Interpretation of all the terms and conditions of these specifications and documents.
b) Witness, or authorise his representative to witness, tests and trial either at the manufacturer's work or at site or at any place where the work is performed under the contract.

c) Inspect, accept or reject any equipment material and work under the contract.

d) Review and interpretation of all the contractor's drawings, engineering data etc.

e) Issue certificate of acceptance and/or progressive payment and final payment certificates.

f) Review and suggest modifications and improvements in completion schedule from time to time.

g) Review the quality of work at all the stages of project implementation.

5.2 The Engineer, his duly authorised Representative and/or an outside agency acting on behalf of the Owner shall have at all the reasonable times, access to the Contractor's premises or works and shall have the power to inspect and examine the materials and workmanship of the works during its manufacture or erection and if part of the works is being manufactured or assembled at other premises or works, the contractor shall obtain for the engineer and for his duly authorised representative, permission to inspect, as if the materials /equipments are manufactured or assembled on the contractor's premises or works. on completion of the erection of the equipments and before commissioning each item, the equipments shall be thoroughly cleaned and then inspected jointly by the engineer and the contractor for correctness and completeness of installation so that the equipments are ready for pre-commissioning tests to be performed. The Contractor's commissioning engineers shall be responsible for carrying out all the pre-commissioning tests of the various equipments/ Materials installed in the LT Distribution system..

5.3 The following actions are however subject to approval of the Owner:

a) Approving subletting of any part of the works.
b) Determining extension of time.
c) Issuing a variation order except:

i.) In an emergency situation as reasonably determined by the Engineer.

ii.) If such variation order would increase the contract price.

5.4 The Engineer's representatives are responsible to the Engineer and their duties are to watch and supervise the works, to test and examine any materials to be used or workmanship employed in connection with the works. He has no authority to relieve the Contractor of any of the duties or obligations under the contract nor except as expressly provided hereunder or elsewhere in the contract, to order any work involving delay or any extra payment nor to make any variations of/or in the works.

5.5 The Engineer may, from time to time, delegate in writing to the Engineer's representative any of the powers, authorities vested with the Engineer and furnish to the Contractor a copy of all such written delegation of powers and authorities. Any written instruction or approval given by the Engineer's representative to the Contractor within the terms of such delegation, but not otherwise, shall bind the Contractor and the Owner as though it has been given by the Engineer provided always as follows:

a) Failure of the Engineer's representatives to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal or breaking thereof.

b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm, reverse or vary such decision.

5.6 **CLAIMS:** VOID.

6.0 BASIS OF EVALUATION:

As this bid document is for a turnkey construction, covering supply of all matching materials/equipments, erection, testing and commissioning, the Bidder shall quote for all the equipments identified under Contractor’s scope of supply and services mentioned. The offer will be considered as **“incomplete”** and the bid **will be liable for rejection at the discretion of the Owner**, if all the equipments identified under Contractor’s scope of supply and services are not offered. The total quoted price for all the scope in each schedules including the cost of the mandatory spares will be the basis for evaluation. The Contractor shall quote his rates for all the items of materials identified under Contractor’s Scope of supply and works included in the Bid Proposal Sheets, even if there is no requirement at present, in the

"Schedule of Requirement Sheet". The evaluation will be based on the schedule of requirements indicated in the Bid Proposal Sheets. However, the payment will be as per actual based on the unit rate quoted.

7.0 Procedure for evaluation of technical bid:

7.1 The bids are liable to be treated as non-responsive if the offers do not comply with the following:

1. Qualifying requirements of the bidder shall be as per clause 11.0, section - 1, Invitation for Bid- IFB, volume-I.
2. Financial capability of the bidder shall be as per clause 11.6, section - 1, Invitation for Bid- IFB, volume-I.
3. Bid security/EMD shall have been paid as per clause 22.0 section-II, Instructions to Bidder-ITB, volume-I.
4. Completion period shall be as specified in the bid.
5. Technical particulars of all the equipments/ materials shall be complying with the provisions of technical specifications volume-II.
6. Bid shall be submitted for the entire Scope of Package.
7. Bid containing certificate for acceptance to important conditions as per clause No. 19 of section-V, Special Conditions of Contract- SCC, volume-I.

8.0 TERMS OF PAYMENT:

8.1 The payment to the Contractor under the contract will be made by the Owner in line with Clause 34.0, Section GCC, Vol.-I and as per the guidelines and conditions specified hereunder.

8.2 The Contractor shall submit an application /Bill in quadruplicate (4 copies) to the Engineer-in-charge in prescribed form approved by the Engineer, only when all the works pertaining to each Sub-Division is completed in all respects and is commissioned. Payment will be made against item wise measurements as per actual at the approved prices of Purchase order/contract order.

8.3 The payments to Contractor are subject to recoveries, which are due from the Contractor.

8.4 The authorized representatives of the Engineer-in-charge and the Contractor shall jointly take the measurements. The representative of the Engineer-in-charge will give a week's notice to the Contractor of his intention to record the measurement immediately on report of completion of all works by the Contractor and if the Contractors' representative fails to join the Engineer-in-charge representative, the latter may proceed with the measurements by himself and the Contractor shall have to accept these measurements as correct and binding on him.

8.5 On the basis of the these joint measurements, payment will be made to the Contractor by the Engineer-in-charge according to the procedure prevalent in the BESCOM and as far as possible within 30 days after submission of the bills after recording the measurements as stated above.

8.6 Payment will be made at the accepted rates for all works done according to the specifications and measurements and after commissioning the same. However where approval of the Inspectorate authorities is required under statute, payment shall be made only after such approval and after the feeder is duly charged.

8.7 All materials and work for which payment is made in part or full shall become the sole property of BESCOM, but this provision shall not relieve the Contractor of his responsibility for the care and protection of the materials and works at his own cost and his liability to make good the damage if any unless and until the whole work is deemed to have been completed and commissioned and handed over to the BESCOM, in accordance with the terms and conditions of the Contract.

9.0 MODE OF PAYMENT

Payments shall be made promptly by the Owner within thirty (30) days of receipt of Contractor's invoice complete in all respects and supported by the requisite documents and fulfillment of stipulated conditions, if any. All the payment shall be released to the Contractor directly.

All invoices under the Contract shall be raised by the Contractor on BESCOM and all payments shall be made to the Contractor by BESCOM.

10.0 TAKING OVER:

Upon successful completion of all the tests to be performed at site on equipments erected by the Contractor, the Engineer shall issue to the Contractor a "**Taking Over Certificate**" as a proof of the final acceptance of the equipment. Such certificates shall not reasonably be with held nor will the Engineer delay the issuance thereof on account of minor omissions or defects, which do not affect the commercial operation and/or cause any serious risk to the equipment. Such certificates shall not relieve the Contractor of any of his obligations, which otherwise survive by the terms and conditions of the contract after issuance of such certificate.

10.0 WORK SCHEDULE:

10.1 The Bidder shall include in this **Work Schedule** his program for furnishing Designs, Testing, Supply of Materials (in his Scope), when the Owner supplied equipments to be provided

(if any) and erecting the equipments and commissioning covered in the bid documents. The program shall be in the form of **Activity Chart** identifying key phases in various areas of the total works like procurement of materials and bought out items, testing, manufacture, deliveries and field activities. The **Activity Chart** shall conform to the following scheduled commissioning period reckoned from the date of letter of award/ letter of intent (as applicable):

"COMMISSIONING PERIOD IS SIX MONTHS FROM THE DATE OF LETTER OF AWARD/ LETTER OF INTENT(AS APPLICABLE) INCLUDING MONSOON PERIOD"

While preparing the above mentioned Activity Chart, **the Contractor may take guidance from the tentative dates of various activities indicated in the technical specification. The Owner has no objection to modify the intermittent activities without affecting the final completion schedule. However, all the schedules shall be approved by the Owner**.

This **Activity Chart** will be discussed and agreed to before the award of contract. It may be required by the Owner to revise the periods indicated above based on the interface requirements of the project. Such revisions, if made, will be finalised before the award of contract. The provisions of clauses 14.0 and 44.00 section –III, General Conditions of Contract-GCC, volume-I and clause 13.0 section –V, Special Conditions of Contract-SCC, volume-I regarding **penalty** leviable for delays shall become effective after the dates mentioned above .

10.2 After the award of the contract, the Contractor shall Plan the sequence of work of manufacture and erection to meet the dates stated above and shall ensure that all work / manufacture, shop testing and dispatch of the equipment and materials is in accordance with the required construction / erection sequence.

10.3 The provisions of **penalty** leviable in case of delay in completion shall become effective after the periods mentioned above for successful completion of testing and commissioning.

10.4 Within one month of notification of award, the contractor shall submit for review and approval, detailed network schedules based on **Activity Chart** (mutually agreed by the Owner and Contractor) to the Engineer showing the logic and duration of activities in the following areas:

a) Detailed Engineering, Procurement (including bought out items and raw materials), manufacture, shop inspection,

testing, dispatch and receipt at site in case of equipments/materials in the scope of the Contractor.

b) Detailed erection and commissioning activities covering the complete scope of work.

c) Inputs required from Owner (including handing over of Owner supplied equipments/materials to the contractor) for smooth and timely execution of Contract and also major details / information to be submitted by Contractor for further related Engineering to be done by Owner / Consultant. These are to be identified in the net work based on details finalised during pre- award discussions.

After approval of the Activity Chart, the Contractor shall submit one reproducible of the Activity Chart as well as detailed network with sufficient nos. of prints as desired by Owner.

10.5 VOID.

10.6 VOID.

10.7 VOID.

10.8 VOID.

10.9 VOID.

10.10 VOID.

10.11 VOID.

10.12 Access to the Contractor's and sub-vendor's/ sub - contractor's Work shall be granted to the Engineer at all reasonable times for the purpose of ascertaining the Progress.

10.13 During execution of the contract / manufacture/ erection / commissioning, the Contractor shall furnish fortnightly progress reports to the Engineer in a format to be specified by the Engineer indicating the progress up to the month as against scheduled and anticipated completion dates in respect of activities covered in programs/ schedules referred above. If called for by the Engineer, the Contractor shall also furnish to the Engineer resources data in the specified format(s), and time schedule(s). The Contractor shall also furnish any other information necessary to ascertain progress, if called for by the Engineer.

11.0 VOID:

12.0 CONTRACT PRICE ADJUSTMENT:
VOID

13.0 PENALTY FOR DELAY IN COMPLETION:

13.1 The Bidder shall clearly note that time is the essence of the contract and the work shall be completed within the time frame specified in clause no.10.1 supra and hence no time extension shall be allowed on any account. If the Contractor fails to successfully complete the trial operation in terms of the contract, within the time fixed under the contract or any extension thereof granted by the Owner by way of amendment to the notification of award/ contract agreement, the contractor shall pay to the owner.

Incentive: Deleted

13.2 Void .

13.3 The total amount of penalty for delay under the contract shall be subject to a maximum of ten percent(10%) of the total contract price and CGST, SGST at prevailing rate and the owner has got every right to terminate the contract without any liability if it crosses 10%.

13.4 Recovery of Penalty:

The following procedure shall be adopted for recovery of the 10% penalty amount on total contract value and CGST, SGST at prevailing rate **from the turnkey agency for delay in completion of the project**.

a) **Calculate the penalty recoverable from turnkey agencies as per DWA terms and conditions for those works delayed beyond contractual agreement period**.

b) **Limit the recovery of penalty to 10% of each bill value admitted in case of supply / erection bills**.

c) **If the total penalty to be recovered is not fully recovered under Supply / Erection bills, the balance penalty has to be recovered in lump sum out of the final 10% retention bills of turnkey works**.

14.0 STORAGE-CUM-ERECTION INSURANCE:

14.1 All the equipment and materials being supplied by the Contractor for the work shall be kept completely insured by the Contractor at his cost from the time of dispatch from their works, up to the completion of erection testing and commissioning at site and taking over of the Distribution Transformer Centre by the Owner in accordance with the contract.

14.2 Further all the equipment and materials being supplied by the Owner for the erection as per technical specification shall be kept insured by the Contractor against any loss, damage, pilferage, theft, fire etc. from the time of unloading up to the time of taking over by the Owner including handling, transportation, storage, erection, testing and commissioning etc. The premium to be paid to the

insurance company by the contractor for such insurance shall be included in the total bid price.

14.3 It will be the responsibility of the Contractor to lodge, pursue and settle claims with the insurance company in case of any damage, loss, theft, pilferage or fire and the Owner shall be kept informed about it. The Contractor shall be responsible for the, replacement of losses, damage etc. in the execution of the contract to any equipment/ material either supplied by the Contractor or issued to the Contractor by KPTCL irrespective of the time or amount of receipt of insurance claim. Any loss in this shall be to the Contractor's account.

15.0 LATENT DEFECT WARRANTY:

15.1 The period of latent defect warranty, for equipments/materials supplied by the Contractor, in terms of Clause- 15.0, Section –III, General Conditions of Contract-GCC, Volume-I, shall be limited to 18 Months from the date of expiry of Guarantee period.

16.0 GUARANTEES AND LIQUIDATED DAMAGES FOR NON-PERFORMANCE:

16.1 Included in 21.1. **Hence clause deleted.**

17.0 PRE-COMMISSIONING TESTS AND TAKING OVER:

17.1 <u>Pre-Commissioning Tests:</u>

On completion of the works and before charging, each item shall be thoroughly cleaned and then inspected jointly by the Owner or his duly authorised representative and the Contractor for correctness and completeness of installation and acceptability for charging leading to initial pre - commissioning. On completion of inspection, checking and after the pre-commissioning tests are satisfactorily over, it shall be ready for charging.

During the pre-commissioning checks, the operations shall be under the supervision of the Contractor, but the schedule of operations shall be agreed to by the Owner and the Contractor. During the tests, the safety of the stations and transmission lines materials etc., is the responsibility of the Contractor. During the pre-commissioning, commissioning and performance guarantee tests, the operations will be under the supervision of the Contractor, if the tests are being carried out by him. In case the tests are being carried out by a third party, the operations will be under the control of the Owner. In both cases, all aspects of the tests shall be agreed to by the Owner and the Contractor The safety of the equipment shall be the responsibility of the Contractor.

17.2 Rejection:

17.2.1 The BESCOM will reject any Material/Equipment supplied by the Contractor if, during Tests, or Service, any of the following conditions arise when the provisions under the relevant Clause of the General Conditions of Contract shall immediately become applicable:

a) Material/Equipment, including its Components, are proved to have been manufactured not in accordance with the agreed Specifications.

b) Material/Equipment fails on any Test indicated in the Technical Specification.

17.2.2 The BESCOM reserves the right to retain the rejected Equipment and take it into service until the Bidder replaces, at no extra Cost to the BESCOM, the defective Material by a new Material. Alternately the Bidder shall Repair or Replace the Equipment within a reasonable period to the satisfaction of the BESCOM at no extra Cost to the BESCOM. Till the equipments are replaced, the performance bank guarantee will not be released by the owner.

17.3 TAKING OVER: As per clause 31.0 of GCC and 10.0 of SCC

18.0 VOID:

19.0 CERTIFICATE REGARDING ACCEPTANCE OF IMPORTANT CONDITIONS:

19.1 It is brought to the specific notice of the Bidders that they are not permitted to take any deviations whatsoever to the following conditions:

a) **Terms of Payment:**
Clause 34.0 of Section–III, General Conditions of Contract-GCC, Volume-I and Clause 8.0 of Section –V, Special Conditions of Contract-SCC, Volume-I.

b) **Bid Security /EMD:**
Clause 22.0, Section –II, Instruction to Bidder-ITB, Volume-I.

c) **Contract Performance Guarantee.**
Clause 39.0, Section––II, Instruction to Bidder-ITB, Volume-I.

d) **Penalties for Delay.**
Clause 14.0 Section –III, General Conditions of Contract-GCC, Volume-I and Clause 13.0 of Section –V, Special Conditions of Contract-SCC, Volume-I.

e) **Price basis**
Clause 13.0 & 15.0, Section–II, Instruction to Bidder-ITB, Volume-I.

f) **Guarantee.**

Clause 15.0 Section–III, General Conditions of Contract-GCC, Volume-I.

g) **Work Schedule.**
Clause 10.0 Section –V, Special Conditions of Contract-SCC, Volume-I.

h) **Taxes and Duties:**
Clause 14.0 Section–II, Instruction to Bidder-ITB, Volume-I

19.2 Bidders shall be required to furnish a certificate in format enclosed at **Annexure-I** for acceptance of important conditions mentioned in 19.1 above in a separate envelope containing Bid Security.

20.0 GENERAL INFORMATION:

20.1 The requirements stated in and schedule/ annexures appended to the conditions of contract, bid proposal sheets, technical specifications and exhibits/ enclosures shall apply to and shall be considered as a part of this section as if bound together

20.2 The design and workmanship shall be in accordance with best engineering practices to ensure satisfactory performance throughout the service life of the equipment.

20.3 In case of discrepancy between the conditions specified in General Conditions of Contract (GCC) and this Section (SCC), the stipulations specified in this Section (SCC) shall prevail.

21.0 VOID

21.1 VOID.

21.2 VOID.

21.3 VOID**.**

21.4 VOID

22.0 INSPECTION:

22.1 All equipment/materials shall be submitted for inspection to the Representative of BESCOM. Inspection may be made at any stage of manufacture, dispatch or at site or at these places at the option of the Representative of BESCOM and the equipment dispatched/about to be dispatched, if found unsatisfactory as to workmanship or quality, the same is liable to be rejected. The successful Bidder /Contractor shall grant free access to the places of manufacture to the authorized representative of the Engineer-in-charge at all times when the works related to the manufacture are in progress.

22.2 Inspection and acceptance of any equipment/ materials under the specifications by the authorized representative of BESCOM shall not relieve the Contractor of his obligations of furnishing/supplying the equipment in accordance with the specifications.

All equipment/materials being supplied by the Contractor shall conform to the Type tests and shall be subject to Routine tests in accordance with relevant standards.

22.3 Routine tests shall be witnessed at the manufacturer's premises in respect of the above materials by the representative of BESCOM.

22.4 The Contractor shall issue at least 7 days clear notice of routine tests to be conducted with details of time, place and venue to facilitate the representative of the Engineer to witness and certify such tests.

22.5 The BESCOM reserves the right to select samples at random from the supplies made by the firm which are already inspected at the factory premises and get it tested at CPRI / NABL accredited laboratories at BESCOM cost if the selected sample passed in all the tests or else at the Firm’s cost if the selected sample fails in any of the tests.

22.6 The BESCOM reserves the right of getting any field test conducted on completely assembled equipment at site.

22.7 The Contractor is fully responsible for the Equipment / Material until the same is handed over to the BESCOM in an operating condition after commissioning. The Contractor is responsible for the proper maintenance of equipment/material as well as protection of the same against theft, elements of nature, damages etc., while in his custody as well as after erection until the same is taken over by the BESCOM under due acknowledgment in writing.

22.8 The entire works to be executed under this contract will be in stages & requires obtaining Line Clear Permits from the Engineer-in-charges representative or his subordinate before taking up the works by the Contractor. As such the Contractor shall take all mandatory safety precautions for executing the works & shall obtain line clear permits with the Operational Authorities of the area prior to commencement of works on daily basis.

22.9 Line clearance requisitions in respect of transformer centers / LT / HT lines shall be submitted well in advance so that the jurisdictional engineer can arrange for issuance of press notification to intimate the consumers.

Sd/-
General Manager,
(Elec.)
Procurement,
BESCOM

“END OF SECTION –V: SCC”